

A.G. Contract No. KR97-0241TRN  
ADOT ECS File No. JPA 97-13  
Project: TEA-022-2(52)  
Tracts: 060 MA 143 H 4364 O1 C  
Section: US-60 Grand Avenue

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF EL MIRAGE

THIS AGREEMENT is entered into 16 APRIL, 1997  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ( the  
"State" ) and the City of El Mirage, acting by and through its Mayor and City Council ( the "City" ).

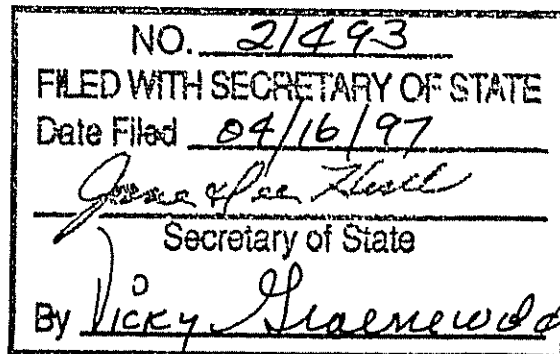
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to provide sidewalks and to landscape certain areas within the right of way on US 60 at the following location.

From Frontage Road centerline roadway station 10+989 AT Greenway Road  
to Frontage Road centerline roadway station 14+018 at the Aqua Fria Bridge, a net  
distance of approximately 3.03 kilometers.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the sidewalk, landscaping and irrigation project and submit them to the City for concurrence.

2. After City concurrence of the plans, the project will be constructed by the State, using Federal and State funds.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the sidewalk including sweeping and making repairs as required to maintain it in a safe and functional condition.

6. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

7. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the project. The City will not make any changes, additions or deletions without written approval of the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five ( 5 ) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five ( 5 ) years unless either party shall give notice in writing to the other not less than one ( 1 ) month prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty ( 60 ) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said sidewalks and landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of El Mirage  
City Manager  
14405 North Palm Street  
El Mirage, AZ. 85335

7. Attached hereto is the written determination of each party's legal counsel the the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF EL MIRAGE

By Maggie Reese  
MAGGIE REESE  
Mayor

STATE OF ARIZONA  
Department of Transportation

By Peter L. Eno  
PETER L. ENO  
Contract Administrator

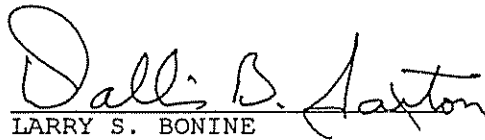
ATTEST

By Rosalinda Herrera  
ROSALINDA HERRERA  
City Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of January ,1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, enter into an agreement with the City of El Mirage to provide sidewalks and to landscape certain areas within the right of way on US 60.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

REGULAR COUNCIL MEETING OF MARCH 13, 1997

CALL TO ORDER:

Mayor Reese called the meeting to order at 7:10 p.m.

ROLL CALL:

Present were: Mayor Maggie Reese; Vice Mayor Cel Arias; Councilor's: Almond Cutright, Jr.; Esther Flores; Sharon Quinones and Alice Ortiz. Staff present: City Manager J.R. Johnson; City Attorney Jose de Jesus Rivera; Police Chief Jeff Love; Fire Chief Eddie Rios; Finance Director Alex Munro and Clerk Rosalinda Herrera. Absent was Councilor Rosa Castro.

APPROVAL OF MINUTES:

Motion by Councilor Quinones, seconded by Councilor Ortiz to approve the minutes of the Regular Meeting of February 27, 1997. Vote: 6 yes, 0 no, passed.

COUNCILORS' REPORTS:

Councilor Cutright stated that the City of El Mirage helped sponsor Black History Celebration and stated that Mayor Reese, Councilor Quinones and Fire Chief Rios attended the celebration.

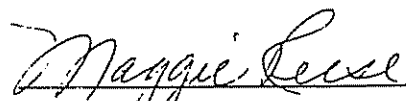
Councilor Flores stated that she had received citizen complaints about the food booth applications not been given out yet and asked what the fee was. Mr. Johnson reported that the applications were released yesterday and that the booths were currently being built and that the fee for each booth was \$200.00.

Councilor Quinones stated that the Manager Johnson and Police Chief Love were doing a good job. She thanked Mr. Munro for the finance report. Asked Fire Chief Rios about the frequency of testing fire equipment.


STAFF REPORTS:

City Manager Johnson reported on the following items:

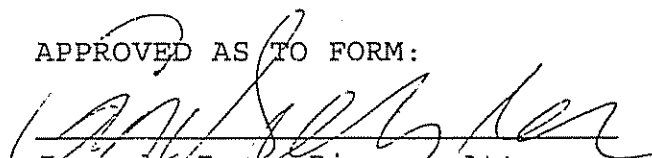
- a) Ms. Gee submitted for a grant to replace the 1986 DART handicap van. Regional Public Transportation Authority will pay for 80% and the city will pay 20% toward the

  
Maggie Reese, Mayor

ATTEST:


  
Rosalinda Herrera, City Clerk

APPROVED AS TO FORM:

  
José de Jesús Rivera, Attorney

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of El Mirage held on the 13th day of March 1997. I further certify that the meeting was duly called and held and that a quorum was present. Dated this 27th day of March 1997.

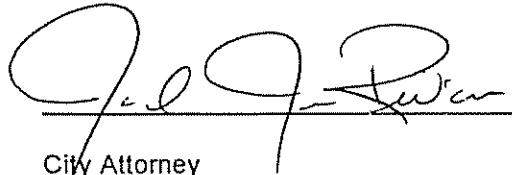
SEAL

  
Rosalinda Herrera, City Clerk

APPROVAL OF THE CITY OF EL MIRAGE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF EL MIRAGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 13<sup>TH</sup> day of MARCH, 1997.

  
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City Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
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MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0241TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 7, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ev/4636